Purchase	Requisition	#
1 urchase	reamonion	77

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

		ENAMERATED STANDING COLARGON CON		
District	(here	GREEMENT is made this day of, by and between the Mt. Diablo Unified School inafter "District") and LAURIE GULUTZAN ontractor").		
	District	hereby engages Contractor to render services under the terms and conditions of this Agreement.		
1.	Perform	nance of Services		
	(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.			
	(b)	Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.		
2.	hasis:	nsation. District agrees to compensate Contractor for the performance of the services on the following		
	a. \$ 01	Pexceed \$\frac{73,000.}{\text{for Services.}}\$ \text{sis of the fee for Services shall be as follows:} \text{per hour, b. } \text{per day, or c. } \text{per engagement.} \text{9010_310C_3110_36920_000_457_457_5800_s} \text{25,000} \text{9010_310C_3110_39280_000_457_457_5800_s} \text{36,500}		
	01	5245_310C_3110_32450		
		BUDGET CODE(S)		
		Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement. Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline. Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed. eter shall be responsible for all expenses incurred in association with the performance of the Services.		
3.	Term a will ter	nd Termination. This Agreement will become effective on 07/14/2020 . This Agreement minate upon the completion of the Services or when terminated as set forth below.		
	Either party.	party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Should either party default in the performance of this Agreement or materially breach any of its		

provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching

party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit _____ prior to commencing work under this Agreement.
- 6. <u>Rules and Regulations</u>. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. <u>Indemnification</u>. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- 8. <u>Insurance</u>. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than \$4,000,000). EXCEPTION: Contracts of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Other Coverages When Applicable:

- a. Professional Liability/Errors & Omissions Liability: \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. Sexual Abuse and Molestation Coverage:
- c. Cyber Insurance:
- d. Other:

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all): 1) Modify CGI to \$1M per occurrence with \$3M aggregate. 2) Modify auto to accept limits of \$100K for liability with no additional insured required. 3) Waive worker's compensation.
Other:
The initials of the Superintendent, or his/her designee, and the General Counsel, are required to waive or modify any Insurance requirements in this Agreement: Cent Aluse 6. Superintendent or General Counsel his designee - Jennifer Spans

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. <u>Limitation of District Liability</u>. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail,

Purchase	Requisition #	R119484

DISTRICT

registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

CONTRACTOR

Mt. Diablo Unified School District	Bus. Name	: Laurie Gulutzan
1936 Carlotta Drive	Attn:	
Concord, CA 94519-1397	Address:	196 Hall Dr.
Attn: Superintendent	Phone:	Orinda, CA 94563
ittii. Supermonuom		(925) 337-7006
	Fax:	
	Email	
	Tax ID #:	

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. <u>Entire Agreement of Parties.</u> This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 13. <u>California Law.</u> This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 15. <u>Waiver</u>. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT		Laurie (Gulutzan	
	\sim \sim \sim		Company/Organization or Independent Co	ntractor/Consultant
Ву: (lle f 7/2/2020	By:	<u>EQU</u>	7/2/2020
	Signature of Principal/Budget Administrator Date	1	Signature of Contractor/Consultant	Date
Title:	Christina Filios, Administrator	Title:	Laurie Gulutzan, School Therapis	t, MFT
	Print Name and Title		Print Name and Title	and the second desire the second desired

Purchase Requisition #		
Authorized and Approved by: Superintendent/Designed Jenni fer Sachs, Executive.	7/20/200 Date Director	
Prior to commencement of service, sign and fo	rward completed o	riginal contract packet to Purchasing.
(Illu I	1/2/2020	Crossroads High School
Originator's Signature Christina Filios, Administrator	Date	Site/Department Originating this Contract
Print Name of Originator and Title		
Billing Address if reimbursed by outside agency-	—i.e. ASB, PTA, PF	C

Distribution
original: Purchasing with Purchase Order
copy: Contractor
copy: Accounts Payable/Fiscal
copy: Originator/Budget Administrator

	R119484	
Purchase Requisition #		

EXHIBIT 66A 99

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).

Laurie Gulutzan is a licensed MFT contractor and holds a Masters in Counseling Psychology from John F. Kennedy University. She is a consultant providing individual counseling, couples counseling, family sessions and case management at Crossroads High School. Laurie will be employed 30 hours per week. Approximately 25 hours per week will include counseling, case management, administrative and other services provided at the school. The remainder of the time will include consultation,

EXHIBIT "B" Contractor REQUIRED to Complete

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name o	f Cont	ractor:	Laurie Gulutzan	
		performed under the Agreement:	Counseling Services, See Exhibit A	
***************************************			Crossroads High School	
		Specific Location(s) where be performed:		
Term of	f Agree	ement:	\$73,000.00 for 2020 - 2021 School Year	
		Check the applicable b	box(es) and fill in any blanks.	
1	V	The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(e) or a serious felony listed in Penal Code section 1192.7(e). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)		
2		The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)		
3	The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiated limited contact.) [EC 45125.1 (c)]			

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Authorized Contractor Signature

CAVRIE GUCUIZAN July 2/2200 Print Name July 2/2220

7 of 7 Revised: 02/14/2020





Certificate of Liability Insurance

Date Issued: 09/20/2018

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058 Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or after the coverage afforded by the policies listed thereon.

Insured: Lauriel Gulutzan

196 hall drive

orinda, CA 94563

Policy Number: E38796

Policy Term: 09/15/2018 to 09/15/2019 Occupation: Licensed Mental Health

Counselor

Covered Locations

Professional Liability: Portable coverage, not location specific General Liability Insured Location(s):

2701 Willow Pass Road, Concord, CA 94563

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability • Fire/Water Legal Liability	\$ 1,000,000 \$ 250,000	\$ 3,000,000 \$ 250,000
Business Personal Property	\$ 15,000	\$ 15,000

Comments/Special Descriptions:

Certificate Holder

Mt Diablo Unified School District

1936 Carlotta Drive Concord, CA 94519

X Certificate Holder has been added as an additional insured

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

> **Authorized Representative** C. Philip Hodson

(, Phip Hoston

Policy Number: E38796

Philadelphia Indemnity Insurance Company

Administered by: CPH & Associates 711 S. Dearborn, Ste. 205 Chicago, IL 60605

Lauriel Gulutzan 196 hall drive orinda, CA 94563

Affiliation: CAMFT

Professional Occupation: Licensed Mental Health Counselor

Coverage Term From: 09/15/2018 to 09/15/2019

at 12:01 A.M. Standard Time at your mailing address shown above.

COVERAGE A - PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABIL	ITY PREMIUM
Individual - Each Incid	ent: \$1,000,000	\$310.00
Aggreg	ate: \$5,000,000	
Association, Partnership or Corporation - Each Incid	ent:\$N/A	
	ate: \$N/A	
COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE		(Included)
Each Incid	ent: \$1,000,000	
Aggreg	ate: \$5,000,000	
STATE LICENSING BOARD INVESTIGATION DEFENSE COVERAGE		\$0.00
Each Incid	ent: \$35,000	Andrew Commission and the second of the seco
Aggreg	ate: \$35,000	
COMMERCIAL GENERAL LIABILITY COVERAGE		\$182.00
Each Incid	lent: \$1,000,000	
Aggreg	ate:\$3,000,000	
PROPERTY COVERAGE	And the state of t	\$150.00
Each Incid	lent: \$15,000	
Aggreg	ate: \$15,000	

Premium (including taxes): \$ 642.00

Policy Forms & Endorsements: PI-PHCP-02 (10/16) PI-PHCP-05 (03/01) PI-PHCP-011 (07/10) PI-CIM-066 (09/06) PI-BELL-1 (11/09) PI-CME-1 (10/09) PI-PHCP-CA-1 (07/10) IL N 177 09 12

To Verify Claims History, send requests to the Administrator at claims@cphins.com

Rv.

Зу∷

President

Secretary

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

Mt Diablo Unified School District is hereby added as an Additional Insured, solely for Damages arising out of a Professional Incident covered under this policy. The Professional Incident must arise out of services provided by the Insured, under contract with Mt Diablo Unified School District.

Additional Insured Name and Mailing Address: Mt Diablo Unified School District

1936 Carlotta Drive Concord, CA, 94519

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Policy: E38796

Effective on and after: 09/15/2018 Issued to: Lauriel Gulutzan Expiration date: 09/15/2019

PI-PHCP-05 (03/01)

RowneOH

By: Robert O'Leary, Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE ENHANCEMENT

This endorsement modifies and is subject to the insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

Following is a summary of the Limits of Liability and additional coverages provided by this endorsement. For complete details on specific coverages, refer to the endorsement wording below.

SCHEDULE

Limits of Liability	\$ <u>1,000,000</u> Each Occurrence	\$ <u>3,000,000</u> Aggregate
Coverage Application		Page #
General Liability		1
Fire and Water Legal Liabil	lity	1
Personal Liability		2

Coverage provided herein is on an occurrence basis and will only apply to **injury** or **damage** caused by **occurrences** which happen on or after the effective date indicated in the Declarations, and prior to the policy's expiration, as indicated in the Declarations.

I. COVERAGE

A. General Liability

We will pay all amounts which you become legally obligated to pay, including host liquor liability and products liability, as a result of injury or damage to which this insurance applies.

B. Fire and Water Legal Liability

With respect to the **insured's** legal liability for **damage** to property which the **insured** does not own or have financial interest in, caused by:

- 1. Fire:
- 2. Discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
- 3. Rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators; provided:
 - a. The damage is caused by an occurrence that happens anywhere in the world, including the workplace, during the policy period; and
 - **b.** The **insured** has not assumed liability under a contract or agreement that is greater than imposed by law.

The most we will pay for all occurrences under this coverage is \$250,000. This limit is included within and not in addition to the limits shown in the endorsement SCHEDULE.

Philadelphia Indemnity Insurance Company

Locations Schedule

1.

The following locations are covered under the Liability Coverage Enhancement PI-PHCP-11 (07/10)

Policy Number E38796

Location No. Address

2701 Willow Pass Road Concord, CA 94563

Progressive PO Box 31260 Tampa, FL 33631

Policy Number: 57143197

Underwritten by: United Financial Cas Co Policyholders: Laurie Gulutzan Lesley C Martin July 13, 2020 Page 1 of 1

Customer Service 1-800-776-4737

24 hours a day, 7 days a week

Mailing Address:

Progressive PO Box 31260 Tampa, FL 33631-3260

Requested policy documents

Verification of Insurance

Progressive PO Box 31260 Tampa, FL 33631 NAIC Company Code: 11770



Policy Number: 57143197

Underwritten by: United Financial Cas Co Policyholders: Laurie Gulutzan Lesley C Martin Page 1 of 1 July 13, 2020

Customer Service 1-800-776-4737

24 hours a day, 7 days a week

Verification of Insurance for

Laurie Gulutzan and Lesley C Martin

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

Policy and driver information

Policy number:	57143197
Policy state:	California
Policy period:	Feb 19, 2020 - Aug 19, 2020
There was no lapse in coverage during this policy period.	
Effective date:	Mar 4, 2020
Drivers: Laurie Gulutzan	Insured Driver
Lesley C Martin	Insured Driver
Address:	196 Hall Dr
	Orinda, CA 94563

Vehicle information

Vehicle:	2015 Toyota Highlander Hybrid
Vehicle identification number:	5TDDCRFH9FS009599
Lienholder:	TOYOTA MOTOR CREDIT PO Box 105386
	ATLANTA, GA 30348

Coverage information

Bodily Injury Liability:	\$100,000 each person/\$300,000 each accident
Property Damage Liability:	\$50,000 each accident
Collision:	Deductible: \$500 deductible
Comprehensive:	Deductible: \$500 deductible